

PAYMENT OF CONTRACT PROCEEDS - cont'd

- While this contract is in force and subject to the Company's consent, the owner may change the frequency of the annuity payments being made. A written request for such change, in a form satisfactory to the Company, must be received at the Customer Service Office. The change will take effect upon receipt of the written request.
- The Company requires satisfactory proof of the age and sex of the annuitant on the date annuity payments begin.
- Except with the consent of the Company, the annuity payout options will not be available with respect to any part of the proceeds payable to an assignee or to other than a natural person entitled to receive proceeds.
- The owner or any payee does not have the right to advance or assign payments made under an annuity payout option.
- The annuitant cannot make any change in the manner of payout, except as provided in the election.
- To the extent permitted by law, the death benefit and the payments made under an annuity payout option will not be subject to encumbrance, or to the claims of creditors or legal process.

ANNUITY PAYOUT OPTION TABLES
DOLLAR AMOUNT OF THE FIRST MONTHLY ANNUITY PAYMENT PURCHASED
WITH EACH \$1,000 OF PROCEEDS APPLIED

Nearest Age of Annuitant at Date of First Payment	Options F-1, F-2, V-1, and V-2 - Life Annuity				Options F-3 and V-3 - Joint and Survivor Annuity				
	Options F-1 and V-1		Options F-2 and V-2		Nearest Age of Male Annuitant at Date of First Payment	Nearest Age of Female Annuitant at Date of First Payment			
	No Period	Certain	10 Years	Certain		Age 10 Years Less	Age 5 Years Less	Same Age	
	Male	Female	Male	Female					
40	\$4.04	\$3.87	\$4.03	\$3.86	40	\$3.76	\$3.81	\$3.87	\$3.95
41	4.08	3.89	4.07	3.89	41	3.78	3.84	3.90	3.98
42	4.12	3.92	4.11	3.92	42	3.80	3.86	3.93	4.01
43	4.16	3.95	4.14	3.95	43	3.83	3.89	3.96	4.05
44	4.20	3.99	4.19	3.98	44	3.85	3.92	3.99	4.08
45	4.24	4.02	4.23	4.02	45	3.88	3.95	4.03	4.12
46	4.29	4.06	4.27	4.05	46	3.91	3.98	4.06	4.16
47	4.34	4.09	4.32	4.09	47	3.93	4.01	4.10	4.21
48	4.39	4.13	4.37	4.13	48	3.96	4.05	4.14	4.25
49	4.44	4.17	4.42	4.17	49	4.00	4.08	4.18	4.30
50	4.50	4.22	4.47	4.21	50	4.03	4.12	4.23	4.35
51	4.56	4.26	4.53	4.25	51	4.06	4.16	4.27	4.40
52	4.62	4.31	4.59	4.30	52	4.10	4.20	4.32	4.46
53	4.68	4.36	4.65	4.35	53	4.14	4.25	4.37	4.52
54	4.75	4.42	4.71	4.40	54	4.18	4.29	4.43	4.58
55	4.83	4.48	4.78	4.46	55	4.22	4.34	4.48	4.65
56	4.90	4.54	4.86	4.52	56	4.27	4.40	4.54	4.72
57	4.99	4.60	4.93	4.58	57	4.32	4.45	4.61	4.79
58	5.07	4.67	5.01	4.65	58	4.37	4.51	4.68	4.87
59	5.17	4.74	5.10	4.71	59	4.42	4.57	4.75	4.96
60	5.27	4.82	5.19	4.79	60	4.47	4.64	4.83	5.05
61	5.37	4.90	5.29	4.87	61	4.53	4.70	4.91	5.14
62	5.49	4.99	5.39	4.95	62	4.60	4.78	4.99	5.25
63	5.61	5.08	5.49	5.03	63	4.66	4.86	5.09	5.36
64	5.74	5.18	5.61	5.13	64	4.73	4.94	5.19	5.47
65	5.88	5.29	5.72	5.22	65	4.81	5.03	5.29	5.60
66	6.02	5.40	5.84	5.33	66	4.89	5.12	5.40	5.74
67	6.18	5.52	5.97	5.44	67	4.97	5.22	5.52	5.88
68	6.35	5.65	6.11	5.56	68	5.06	5.33	5.65	6.04
69	6.53	5.79	6.25	5.68	69	5.15	5.44	5.79	6.21
70	6.73	5.94	6.39	5.81	70	5.25	5.56	5.94	6.39
71	6.93	6.11	6.54	5.95	71	5.36	5.69	6.10	6.58
72	7.15	6.28	6.69	6.10	72	5.47	5.83	6.27	6.78
73	7.38	6.48	6.85	6.25	73	5.59	5.97	6.45	7.00
74	7.62	6.68	7.01	6.41	74	5.72	6.13	6.64	7.24
75	7.88	6.91	7.18	6.58	75	5.85	6.30	6.85	7.49
76	8.16	7.14	7.35	6.76	76	5.99	6.48	7.08	7.77
77	8.47	7.40	7.53	6.94	77	6.15	6.67	7.32	8.06
78	8.79	7.68	7.70	7.13	78	6.31	6.88	7.58	8.38
79	9.14	7.98	7.88	7.32	79	6.49	7.11	7.86	8.73
80	9.51	8.31	8.06	7.53	80	6.67	7.35	8.16	9.10
81	9.91	8.66	8.24	7.73	81	6.88	7.61	8.49	9.51
82	10.34	9.05	8.41	7.94	82	7.09	7.89	8.84	9.95
83	10.80	9.47	8.59	8.14	83	7.33	8.19	9.22	10.43
84	11.30	9.93	8.76	8.35	84	7.58	8.51	9.64	10.94
85	11.83	10.43	8.92	8.55	85	7.85	8.86	10.09	11.51

11. GENERAL PROVISIONS

The Contract

The entire contract consists of this contract, any attached endorsements, and the attached copy of the application. The Company relied upon the application in issuing this contract. All statements in the application are assumed to be true to the best knowledge and belief of the person(s) making them. These statements are representations and not warranties. No statement will be used to contest this contract unless contained in the application.

Only the President, a Vice President, or the Secretary of the Company may make or modify this contract, and then only in writing. No agent is authorized to change this contract or to waive any of the Company's requirements; no agent may waive an answer to any question in the application. The Company will not be bound by any promise or statement made by any agent or other person except as stated above.

The Company may at any time make any change in this contract to the extent that such change is required in order to make this contract conform with any law or any regulation issued by any governmental authority to which the Company is subject.

Age and Sex

If the age or sex of the annuitant has been misstated, any benefit payable under this contract will be that which the premium(s) would have purchased at the correct age and sex. Overpayments made by the Company because of such misstatement, with interest at 6% a year, compounded annually, will be charged against benefits falling due after the adjustment. If underpayments are made by the Company because of such misstatement, the Company will pay the balance immediately, with 6% interest, compounded annually.

Proof of Age and Survival

The Company has the right to require satisfactory proof:

- of the age of the payee or payees; and
- that a payee is living when a payment is contingent upon the payee's survival.

Issue Date

The issue date is stated on page 3. This is the date this contract is issued at the Customer Service Office.

Contract Anniversary

Contract anniversaries are measured from the issue date.

Monthly Anniversary

The monthly anniversary for each contract month is the same day of the month as the issue date or the last day of that calendar month, if earlier.

Incontestability

This contract will be contestable after it has been in force during the annuitant's lifetime for 2 years from its issue date.

Payments by the Company

Any payment by the Company under this contract is payable at its Customer Service Office. The Company reserves the right to require surrender of this contract prior to payment of the death benefit or any amounts withdrawn.

Nonparticipating

This contract is not eligible for dividends and will not share in the surplus earnings of the Company.

Ownership of the Assets

The Company shall have ownership and control of its assets, including all assets allocated to Account D, the RE Account, and the Fixed Rate Option.

Valuation Date

A valuation date is the date on which the accumulation unit values and the annuity unit value of the variable investment options are determined. Valuations are made daily.

Valuation Period

A valuation period is the period between two valuation dates.

Deferment

The Company will ordinarily pay any partial withdrawals or surrender proceeds within 7 days after the date proper written request for withdrawal or surrender is received by the Company's Customer Service Office. However, when permitted by law, the Company may defer payment of any partial withdrawals or surrender proceeds for up to 6 months after proper written request for such withdrawal or surrender is received.

The amount payable will be determined as of the date proper written request is received. Interest at the rate of 3% will be paid on any amount deferred 30 days or more.

GENERAL PROVISIONS - cont'd.

The Company may defer calculation or payment of any partial withdrawals or surrender proceeds or the transfer of amounts based on separate account performance if:

- the New York Stock Exchange is closed for trading or trading has been suspended; or
- the Securities and Exchange Commission restricts trading or determines that a state of emergency exists which may make such calculation, payment, or transfer impracticable.

The Company may also defer for up to 6 months any calculation, payment, or transfer of amounts based on the performance of the RE Account if there appears to be insufficient cash available to meet such payment or transfer requests and prompt disposition of the RE Account's investments to meet such requests could not be made on commercially reasonable terms.

Reports to the Owner

The Company will provide a written report to the owner at least once a year. The Company will send the report to the owner soon after each contract anniversary. No reports will be sent after annuity payments begin. The report will show the accumulation value of this contract, as of a date not more than 2 months prior to the date of the report.

The Company will also send appropriate statements containing such information as may be required by applicable laws, rules, and regulations.

ENDORSEMENTS

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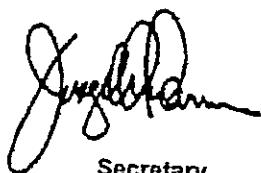
ENDORSEMENT RIDER

Attached to and made part of contract

Anything in the contract to the contrary notwithstanding, payments and values may be invested in, allocated to, or transferred to a maximum of 6 allocation options.

Endorsed on the issue date.

The Guardian Insurance & Annuity Company, Inc.



A handwritten signature in black ink, appearing to read "George P. Johnson".

Secretary

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ENDORSEMENT - AMENDMENT OF CONTRACT PROVISIONS

This endorsement is attached to and made part of this contract. This endorsement is subject to all of the applicable provisions of this contract. With this Endorsement, the following definitions in the Basic Contract are amended to read as follows:

- **Accumulation Value:** The value attributable to this contract. The Accumulation Value is the sum of the values attributable to the Variable Investment Options and the Fixed-Rate Option.
- **Allocation Options:** This contract's Allocation Options consist of the Variable Investment Options and the Fixed-Rate Option.

THE FIXED-RATE OPTION

The Fixed-Rate Option is funded by GIAC's general account. Subject to the conditions stated in this endorsement, the owner may allocate all or part of any Net Premium(s) to the Fixed-Rate Option. The owner may also transfer all or part of the Accumulation Value attributable to the Variable Investment Options to the Fixed-Rate Option.

GIAC will credit interest on any amounts allocated or transferred to the Fixed-Rate Option. Interest will accrue daily at a minimum guaranteed effective annual interest rate of 1.5%. At GIAC's discretion, an interest rate in excess of the minimum guaranteed rate may be credited. GIAC will provide notice of the applicable interest rate in the annual report to the owner.

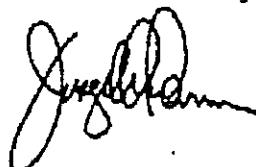
Any portion of a Net Premium allocated or transferred to the Fixed-Rate Option on the Effective Date of this endorsement will earn interest at the then current rate as set by GIAC. This interest rate will be guaranteed until the next Contract Anniversary.

After the Effective Date of this endorsement, any portion of Net Premium(s) applied to and any amounts allocated or transferred into the Fixed Rate Option will earn interest at the then current rate set by GIAC. This interest rate will be guaranteed until the next Contract Anniversary.

During the period up to 30 days before the Annuity Commencement Date, the owner may transfer all or a portion of the Accumulation Value credited under this contract among the Variable Investment Options and the Fixed-Rate Option, subject to the following conditions:

- Written request for transfer must be received in Good Order by GIAC at its Customer Service Office at least 30 days prior to the Annuity Commencement Date. Other transfer procedures permitted by GIAC, if any, must be followed as set forth in the prospectus for this contract.
- The transfer of Accumulation Value held in the Fixed-Rate Option to a Variable Investment Option may only be made once each year on or within 30 days after a Contract Anniversary. Transfers out of the Fixed-Rate Option will be made in the same order as such amounts were allocated or transferred to the Fixed-Rate Option. The maximum amount that may be transferred from the Fixed-Rate Option each contract year is the greater of:
 - 50% of the portion of the Accumulation Value attributable to the Fixed-Rate Option as of the Contract Anniversary; or
 - an amount equal to the largest previous transfer out of the Fixed-Rate Option for this contract.

The Guardian Insurance & Annuity Company, Inc.



Secretary

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ENDORSEMENT RIDER

Attached to and made part of contract

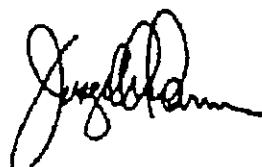
The "Death Benefit" section of this contract is amended by the addition of the following provision:

Distribution at Owner's Death

1. If any owner dies before the retirement date, the contract's entire interest must be distributed within 5 years from the date of death, or must be annuitized over a period not exceeding the life expectancy of the beneficiary beginning within one year after the date of death. However, if the beneficiary is the owner's spouse, the contract may be continued in the name of the spouse as owner.
2. If any owner dies on or after the retirement date, any remaining interests in the contract must be distributed at least as rapidly as the method of distribution then in effect.

Endorsed on the issue date.

The Guardian Insurance & Annuity Company, Inc.



Secretary

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Individual Deferred Variable Annuity Contract - Providing for a Single Premium Payment or Flexible Premium Payments

- Monthly annuity payments begin on the retirement date
- Benefits based on the investment experience of a Separate Account are variable and are not guaranteed
- Premium(s) payable during annuitant's lifetime prior to retirement date
- Non-participating - No dividends payable



**The Guardian
Insurance & Annuity
Company, Inc.**

**Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210**

**Executive Office
7 Hanover Square
New York, NY 10004**

Guardian Corporate Privacy Statement*

*The Guardian Corporate Family** ("Guardian") culture is based on an unwavering belief in integrity and fair dealing. We take pride in treating our customers and each other with dignity and respect. Protecting our customers' personal information is very important to us. We want you to know how we collect, use, safeguard and permit access to your customer personal information.*

**If you own more than one product, you may receive multiple copies of this statement.
If you decide to opt-out, you need only respond once.**

Customer Personal Information We Collect

Information we collect will be different for each of the products or services we provide to you. There are four types of customer personal information we collect:

- Information we get from you on applications or other forms, such as your name, address, date of birth, phone number, and e-mail address;
- Information such as your policy coverage, premiums, payment history, investment transfers and account balances that we get about your transactions with us, our affiliates (*i.e.*, companies related to us by common ownership or control) and non-affiliates;
- Credit related information such as your creditworthiness and credit history that we get about you from credit reporting agencies and other companies we work with, and from companies who give us marketing information;
- Information from online forms that you fill out on Guardian Corporate Family Web sites*** and from online information collecting devices.

How We Use Your Customer Information

Guardian asks for only the customer personal information necessary to deliver superior products and services to you. This information is used to provide you with the product or service you have applied for, or to offer you additional products and services, to evaluate and pay claims for benefits, and to assist in managing your accounts.

Our Information Sharing Practices

This is how we may disclose the four types of customer information:

Within the Guardian Corporate Family

- We may share information about you with our affiliates in order to process your application or claim, administer your account, provide you with a service you ask for, or to administer our business.
- We may share your information with our affiliates to give you information about other products and services that may be of interest to you, under joint agreement with one or more financial institutions where applicable. To do this, we develop marketing programs for ourselves and our affiliates based on information you give to us in your application, from other forms, and in surveys.
- We may use that information along with non-credit information from outside sources, to develop marketing programs. The products and service offers are developed under strict conditions designed to safeguard the privacy of your information.
- We may also share your credit information with our affiliates about our transactions and experiences with you (such as your account balance and payment history). You may tell us not to share other credit information such as credit history, information shown on consumer credit reports, and income and asset information with our affiliates except as permitted by law. To find out how to do this, please read the "Opt-Out" section at the end of this statement.

- We may also share your information with your agent, broker or representative. If your agent, broker or representative is a Guardian agent, broker or representative, he or she is bound by agency contract and our rules to abide by the Guardian corporate privacy policy. Your agent, broker or representative may use your information to service your existing policy, account or contract; provide a service requested by you or to offer you additional products and services.

Outside the Guardian Corporate Family

- We may share information about you with non-affiliates (companies or persons that are not related to us by common ownership or control) in order to process your application or claim, administer your account, provide you with a service you ask for, or to administer our business. We require these non-affiliates to keep your information confidential.
- We may also share customer information with non-affiliates such as broker-dealers, fiduciary service providers, and non-financial service companies to send you information about other products and services that you may want to buy, under joint agreement between Guardian and one or more financial institutions where applicable. We try to offer this information only to customers who may benefit from them. To do this, we develop marketing programs for ourselves and our affiliates based on information you provide in your application, on other forms, and in surveys. We may give customer information to other financial companies with which we have joint marketing agreements. We may also use that information, along with non-credit information from external sources, to develop marketing programs. The programs that bring you product and service offers are carefully designed to safeguard the privacy of your information. We require these non-affiliates to keep your information confidential. Please see the "Opt-Out" section on how to be excluded from certain types of non-affiliate disclosures.
- We may also share your information if the law permits or requires us to do so. (e.g. government agencies, self-regulatory agencies, or in response to a subpoena).

Health**** Information Confidentiality

- If the product you apply for requires that we get health information about you, we ask you to complete a separate authorization as part of the application process. We will not disclose your health information to anyone without your authorization unless the law permits or requires us to do so.
- Our contractual relationships with health care providers, as well as state and federal laws require the providers to keep your information confidential.
- Guardian (including its affiliates and authorized agents), participating health care providers and payers (including self-funded employers) require access to group plan members' medical information for a number of necessary reasons. These reasons include underwriting, claims payment, fraud prevention, case management programs, delivery of care, quality assessment, utilization review, complying with state and federal requirements, data collection and reporting, accreditation, and statistical research. The authorization you sign, and federal and state laws, permit these disclosures.

Former Customers

If you decide to end your relationship with a member of the Guardian Corporate Family or if your account or policy becomes inactive for some other reason, we will continue to treat and safeguard your information as described in this statement.

Confidentiality and Security

Guardian uses strict standards of security and confidentiality to protect customer personal information that we have about you. Only employees who are trained in the proper handling of your information and who must have that information to perform their jobs will be allowed to see and use your information. We have physical, electronic, and procedural safeguards that comply with applicable federal and state regulations to keep your personal information safe.

Your Rights

- Guardian will send you a copy of our privacy statement at least once each year for as long as you are our customer.
- We will tell you how you may advise us not to send you offers for additional products or services from non-affiliates. Customers can contact Guardian at any time to opt-out. Customers may also revoke their opt-out at any time.
- We will work to maintain complete and accurate information about you and your accounts. Should you ever believe that our records contain inaccurate or incomplete information about you, please write to us. You may ask Guardian to update, correct or delete information that you believe is incorrect or incomplete. Guardian will promptly investigate your request and take steps to correct any wrong information.
- To contact Guardian write to: Guardian Corporate Family Privacy Office, The Guardian Life Insurance Company of America, P.O. Box 780, Cooper Station, New York, NY, 10276-0780 or call 1-800-441-6455.

Opt-Out

- If you would like to continue to receive information regarding additional products and services, no action is necessary at this time.

- If you do not want us to disclose your personal information to non-affiliates you can tell Guardian not to make those disclosures ("opt-out"), other than disclosures permitted by law. If you want information shared between Guardian affiliates to be limited to transaction and experience information and not other credit-related information, you may opt-out. To opt-out of disclosures, please complete the "Opt-Out Disclosure Form" on page 5 and send it to the Guardian Corporate Family Privacy Office, The Guardian Life Insurance Company of America, P.O. Box 780, Cooper Station, New York, NY, 10276-0780. You can also call toll-free from a touch-tone telephone to opt-out at 1-866-246-5292. If you would like to opt out by telephone, it is necessary to enter your social security number using a touch tone phone. If you would prefer not to enter your social security number, please submit your opt out by mail.

This notice is being provided to individual customers of the Guardian Corporate Family and group plan sponsors. (Group plans are plans of coverage in which one or more individuals are covered under a group policy or contract at group rates). If you are an individual customer of the Guardian Corporate Family, all opt-out provisions are addressed to you. If you are a group plan sponsor, the opt-out provisions do not apply to you or individuals in your group. Guardian does not share individual group plan participant information with non-affiliates except as necessary to facilitate the group policy transaction. Therefore, the "opt-out" provisions do not apply to group plans.

*The practices and policies contained in this privacy statement are subject to change. We will communicate any material change to you when required by applicable law. The practices and policies contained in this privacy statement replace all previous statements on the same subject matter.

****The Guardian Corporate Family includes the following affiliated companies:**

The Guardian Life Insurance Company of America, Berkshire Life Insurance Company of America, Berkshire Equity Sales, Inc., First Commonwealth Limited Health Services Corporation (Illinois), First Commonwealth Limited Health Services Corporation (Wisconsin), First Commonwealth of Illinois, Inc., First Commonwealth Reinsurance Company (Arizona), First Commonwealth of Missouri, Inc., First Commonwealth Limited Health-Service Corporation of Michigan, Smileage Dental Services, Inc., (Wisconsin), First Commonwealth Insurance Company (Illinois), First Commonwealth Health Services Corporation, Corporate Financial Services, Inc., The Park Avenue Portfolio, Guardian Asset Management Corporation, The Guardian Insurance & Annuity Company, Inc., The Guardian Trust Company, FSB, Innovative Underwriters Inc., Family Service Life Insurance Company, Inc., Sentinel American Life Insurance Company, Guardian Reinsurance Services Corporation, Guardian Investor Services LLC, Guardian Baillie Gifford Limited, Managed Dental Care of California, Park Avenue Life Insurance Company,

Park Avenue Securities, LLC, PAS Insurance Agency of Alabama, Inc., PAS Insurance Agency of Massachusetts, Inc., PAS Insurance Agency of Hawaii, Inc., Guardian Hanover Corporation, Managed DentalGuard, Inc. (Texas), Fiduciary Insurance Company of America. This statement also represents Guardian Corporate Family privacy practices with joint venture partners including but not limited to Physicians Health Services Inc., One Health Plan, Choice Guard, DentalGuard Preferred, DentalGuard Preferred Select.

***Our websites, www.glic.com and www.theberkshire.com, provide information regarding insurance and financial products and services, they are not intended for children. If we become aware that information is or has been submitted or collected from a child under the age of thirteen, we will delete this information.

****Health information means any information or data except age or gender that relates to the past, present or future physical, mental or behavioral health or condition of an individual or a member of the individual's family; the provision of health care to an individual; or payment for the provision of health care to an individual.

*****In the course of providing products and services to our customers, we collect and retain a customer's social security number for identification purposes and to comply with federal tax reporting requirements. We do not sell social security numbers or lists of social security numbers. We ask you to disclose your social security number to help us process your opt out request. We have found that when a customer's social security number is provided, fulfillment of the opt out request is expedited. However, you are not required to disclose your social security number on the opt out request form. In the alternative, we ask that you provide the account number for one of the products that you own. Your opt out request will be honored whether or not you include your social security number on the opt out request form.

Opt Out Disclosure Form

Please complete the following information if you would like to opt out. Otherwise no action is required by you at this time.
Check one or both

- Please do not share my customer information with companies and persons outside Guardian Corporate Family (non-affiliates as described above) to notify me of offers for products or services.
- Please do not share other credit-related information about me with Guardian affiliates except transaction or experience information as permitted by law.

Customer Name (please print)

Policy/contract number

Street Address

Guardian Affiliated Company

City

State

Zip

Social Security number (optional)

Customer Signature

Date

If you want to "opt out," please send this form to Guardian Corporate Family Privacy Office.



The Guardian
Insurance & Annuity
Company, Inc.

Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210

Executive Office
7 Hanover Square
New York, NY 10004

Dear Contractowner,

We are pleased to welcome you to The Guardian family. Thank you for choosing The Guardian Investor variable annuity for your long-term financial program.

The Guardian Investor is issued by The Guardian Insurance & Annuity Company, Inc. (GIAC), a wholly owned subsidiary of The Guardian Life Insurance Company of America (Guardian Life). Both GIAC and Guardian Life have consistently received excellent ratings for financial strength or claims-paying ability from the four major independent rating agencies. Although these ratings do not apply to The Guardian Investor's underlying investment options, which are subject to the risks of investing in securities, they do reflect GIAC's ability to guarantee the contract's Fixed-Rate Option and pre-retirement death benefits. We are proud of both GIAC's and Guardian Life's ratings because they reflect our commitment to a prudent management philosophy which places the interests of our contractowners first.

We are equally committed to quality customer service. Through our automated telephone service you can receive the current total account value and investment option balances of your contract virtually 24 hours a day, seven days a week. Call 1-800-221-3253 and press 1 after the greeting. Please have your contract number and Social Security or tax ID number available when you call. If you would prefer to speak to one of our Customer Service Representatives, they are available from 8:30 a.m. to 7:00 p.m. Eastern Time, Monday through Friday.

If you have any questions about your contract, please call your Registered Representative who will be pleased to help you. We look forward to a long and rewarding association as we strive to serve your financial needs in the years to come.

Sincerely,

Bruce C. Long
President

Notice of Non-Coverage
California Life and Health Insurance Guarantee Association Act

**This policy is NOT covered by The California Life and Health
 Insurance Guarantee Association**

EXCLUSIONS FROM COVERAGE

The following are not covered by the California Life and Health Insurance Guarantee Association:

- Unallocated annuity contracts; that is, contracts which are not issued to and owned by individuals and which guarantee rights to group contract holders, not individuals;
- Employer and association plans, to the extent they are self-funded or uninsured;
- Synthetic guaranteed interest contracts;
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance unless an assumption certificate was issued;
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

A determination as to whether an insurance contract is covered under the Guarantee Association or whether an annuity contract is allocated or unallocated must initially be made by the insurer based on its knowledge of the specific contract offered.

Also, you are not protected by this Association if:

- The insurer was not authorized to do business in this state when it issued the policy or contract;
- The policy is issued by a health care service plan (HMO), Blue Cross, Blue Shield; a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- You are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.

If you have questions concerning this Notice, you may contact

California Life and Health Insurance
 Guarantee Association
 P.O. Box 17319
 Beverly Hills, CA 90209-3319
 (323) 782-0182

or

Consumer Service Division
 California Department of Insurance
 300 South Spring Street
 Los Angeles, CA 90013
 (800) 927-4357 or (213) 897-8921

Questions as to specific policies or annuities should be directed to the insurance company offering the product.

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**CALIFORNIA LIFE AND HEALTH INSURANCE
GUARANTEE ASSOCIATION ACT
SUMMARY DOCUMENT AND DISCLAIMER**

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted in the box below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent or may then contact:

California Life and Health Insurance
Guarantee Association
P.O. Box 17319
Beverly Hills, CA 90209-3319

or

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

(please turn over)

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EXHIBIT 1

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guarantee Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;
- Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guaranty Association also does not provide coverage for:

- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer and association plans, to the extent they are self-funded or uninsured;
- Synthetic guaranteed interest contracts;
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance unless an assumption certificate was issued;
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNT OF COVERAGE

The Act limits the Association to pay benefits as follows:

LIFE AND ANNUITY BENEFITS

- 80% of what the life insurance company would owe under a life policy or annuity contract up to
 - \$100,000 in cash surrender values,
 - \$100,000 in present value of annuities, or
 - \$250,000 in life insurance death benefits.
- A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

HEALTH BENEFITS

- A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.



7 Hanover Square
New York, NY 1000.

THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.

SPECIAL NOTICE FOR CALIFORNIA POLICYHOLDERS

If you should have a question about your contract or policy from The Guardian Insurance & Annuity Company, Inc. (GIAC), please contact us at the following address:

Regular Mail
The Guardian Insurance & Annuity Company, Inc.
Variable Products Administration
P.O. Box 26210
Lehigh Valley, Pennsylvania 18002-6210

Express Mail
The Guardian Insurance & Annuity Company, Inc.
Variable Products Administration
3900 Burgess Place
Bethlehem, Pennsylvania 18017

Telephone
1-800-221-3253

If you are not satisfied after contacting GIAC, you may contact the California Department of Insurance at the following address:

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, California 90013
Telephone No. 1-(800)-927-4357